

Central Law Journal.

ST. LOUIS, MO., JUNE 19, 1914.

MOTION IN ARREST OF JUDGMENT BECAUSE OF IMPOSSIBLE FUTURE DATE IN INDICTMENT.

As witnessing the passing of technicality in this day of reform of judicial procedure the case of *Boos v. State*, 105 N. E. 117, decided by the Supreme Court of Indiana, should be noted. In this case the indictment found on February, 1913, charged an unlawful sale of liquor to have been made "on or about December 14, 19012." There was a trial, conviction and motion in arrest of judgment upon the ground of the indictment charging the commission of an offense at an impossible time. The indictment was sustained. The discussion of the court is especially interesting in that it refuses to plant itself upon "clerical error," but upon the force of late Indiana statute distinguishing between motion to quash and motion in arrest, it theretofore having been held that whatever would quash an indictment would be good in arrest of judgment. Now the court holds that by Indiana procedure there is aider of indictment by verdict and a motion in arrest waives formal defects. Then the court considers whether there is here merely a formal defect.

The court says: "Applying the rule here, it must be presumed that the evidence disclosed that the offense charged was committed prior to the return of the indictment and within the period of limitation. As alleged, the date is impossible of an act past, but we cannot avoid the fact that an offense which is charged to have been committed was committed prior to the charge being made and could not in fact have been in the future, or 19012. The statute provides, among other things, that no indictment shall be set aside or questioned, nor shall the trial, judgment, or other

proceeding be stayed or arrested, for any surplusage or repugnant allegation, where there is sufficient matter alleged to indicate the crime and person charged."

The court then going on to speak of time not being of the essence of the offense said: "The allegation as to time is both surplusage and repugnant to the allegation of a fact in the past, and we are required to view the matter in a common sense manner and to view the indictment as a whole. We are bound to presume on this motion that it was shown by the evidence that the offense was committed at some time prior to the return of the indictment within the period of limitation and this rule is in consonance with reason and adjudicated cases."

There are cases holding that on a motion in arrest a date need not be stated in an indictment, for example see *State v. Francis*, (N. C.) 72 S. E. 1041, and others where the motion is overruled for an evident clerical error, as see *Sumpter v. State* (Fla.) 57 So. 502, and this case should have been disposed of on that theory, except that the court felt bound by a line of decisions in motions to quash, and in this case it is refusing to follow other cases which do not distinguish between motions to quash and motions in arrest.

That portion of the opinion which places criminal cases as to aider by verdict in the same category with civil cases, as something not recognized at common law, and of criminal proceedings not coming under statutes of jeofails and amendments, are the things of which laborers in the field of reform of judicial procedure need to note.

We have observed that the efforts of some of our reformers appear to be directed more particularly to civil matters, when the subject needs to be handled from the criminal side as well. We wish to preserve all of the rights of an accused in a criminal case, but how it may be imagined he could have been preju-

diced by such a surplusage as was found in the indictment we have been considering, we do not know. We greatly doubt whether an objection of this kind should be listened to even on a motion to quash. A court being persuaded it was a clerical error should be given the right to order written into the indictment the plainly intended date.

NOTES OF IMPORTANT DECISIONS.

HOSPITALS—LIABILITY TO A LICENSEE FOR NEGLIGENCE.—In 78 Cent. L. J. 326, there was discussed the non-liability of a hospital for the acts of physicians and nurses, this case holding that such not being under the control of the hospital the doctrine of respondeat superior does not apply. A late Virginia case discusses the immunity of a hospital from suit on the theory of a patient therein being estopped by accepting benefits from the hospital. But this principle, so holds the Virginia Supreme Court of Appeals, does not apply to the case of negligence of servants toward one not a patient nor an inmate. *Hospital of St. Vincent de Paul v. Thompson*, 81 S. E. 13.

There is conflict of authority upon the question of there being or not total immunity from liability for negligence of servants, but taking it, that the theory followed by the Virginia Court is generally correct, the question remains whether or not it is correct to speak of non-liability as the exception or as the rule. If the latter is correct, then any relation into which one comes with the hospital may for its negligence towards him operate non-liability.

This was the case before the court: There was request for instruction that if plaintiff came upon the premises without an invitation from defendant she was a licensee and not entitled to recover except for wanton injury while there. As a matter of fact she was there attending a patient about to be received in a case of accouchment. The court refused to give this instruction and the Supreme Court of Appeals affirms the judgment for plaintiff.

The Appeals Court goes altogether upon the theory of the plaintiff being a stranger, which assumes a great deal. Had the plaintiff been a paid nurse, instead of a friend, it would seem she would be like an inmate. But even as a licensee going to the hospital in and about

assisting a patient, why should she not have been in the category of a nurse? This idea seems to us to distinguish the case from that of *Bruce v. Central M. E. Church*, 147 Mich. 234, 10 L. R. A. (N. S.) 74, where plaintiff was an employe of a contractor engaged in decorating a church building. It seems to us that, while it may be true, that a hospital may be liable to a stranger for negligence of its servants, who is a stranger needs to be better defined, and where the presence of one is connected with services to a patient or beneficiary, that one is not a stranger.

PRACTICE—REMITTITUR AS MATTER OF CONJECTURE BY A COURT.—In 78 Cent. L. Journal 427, we speak of acceptance of remittitur as a condition of the court's refusing a new trial, expressing our belief of its not being based on the logic of the law. This view seems to be shared by the Supreme Court of Florida, which rather applies as a convenient method of ending litigation. *Florida East Coast Ry. Co. v. Hays*, 64 So. 504.

Thus where there was a verdict of \$15,000 for the death of a boy between 13 and 14 years of age under a statute allowing recovery for such damages as his estate may have suffered by reason of his death, where, of course, everything in the future would be mere speculation, the court directed a remittitur nisi of all above \$2,000.

It was said: "To the end of saving vexatious, expensive and prolonged litigation, defendant in error will be given the privilege of entering a remittitur of the amount considered excessive. In this practice the court is not substituting its judgment for that of the jury for this is not indicating what amount the court would have given, but only such amount as it would not feel at liberty to pronounce excessive."

This amounts to saying that the court is willing to affirm a judgment for more than the proof would show the plaintiff ought to recover, under the evidence or lack of evidence, and make the choice of its acceptance wholly on one side. It seems to us that the option of acceptance or a new trial should have been given to defendant rather than to plaintiff. The court gives the highest amount it would stand for and enforces that amount against defendant.

CONTRACTS—GENDERS IN PRONOUNS AS AID IN CONSTRUCTION OF.—Mr. Justice McKenna discusses very interestingly in *Carondelet Canal & N. Co. v. Louisiana*, 34 Sup. Ct. 627, the question of the antecedent

of a neuter pronoun, in a case of reversion to a state of property owned by a public service company, upon expiration of its grant.

In aid of his conclusion that only the right of the company to continue business expired and its property remained liable for its debts or distribution among its stockholders, he speaks as follows: "We have seen that the natural and grammatical antecedent of 'it' in § 4 is 'said company,' and that it was the intentional antecedent is clear from the French version of the statute, the practice of the state at that time (when the rights were granted in 1858) being to publish statutes in French and English. The word 'elle' in French version is of strong significance. There is no neuter gender in the French language, every noun is masculine or feminine, and the pronoun which stands for it must agree with it in gender as in English; but in French there is more certain indication of the antecedent. The neuter *il* relative to a noun is *il* or *elle*, and therefore the use of *elle* in French version points unmistakably to an antecedent of the same gender—to 'cette compagnie' and not to 'un chemin de fer.' Thus wholly aside from which text is controlling, the context of both versions removes all doubt as to the meaning of laws."

The Supreme Court reverses the State Supreme Court, which had reversed the civil District Court of the parish, and a lesson is given of an ambiguity in language being resolved by contemporary construction placed upon it by its translator, for it is not stated whether the original law was passed in English or French.

RECENT DECISIONS IN THE BRITISH COURTS.

In view of the recent articles in the Central Law Journal on various aspects of the law of workmen's compensation, it is, we think, relevant to call attention to a distinction which has been fruitful of much litigation under the British Act. That statute awarded compensation for injury by accident "arising out of and in course of the employment." Now it has been elaborately argued and frequently with success, that an accident may happen in the course of the employment and yet not arise out of it. Thus if a workman be injured when very drunk, the accident may be proved to arise not out of his employment but out of his drunkenness; and similarly, if a workman is injured when doing something not in accordance with

his employer's orders, the accident may be found not to arise out of the employment, but out of the disobedience. We propose to briefly notice one or two cases on this point of disobedience.

"Mere disobedience to an order," said Lord Dunedin, in *Burns v. Summerlee Iron Co.*, 1913, S. C. 230, will not prevent recovery of compensation and in *Plumb v. Cobden Flour Mills*, 1914, A. C. 67, the same judge amplified that dictum into what is a most useful guiding principle regarding those cases which arises from workshop rules having been broken. "There are prohibitions," he said, "which limit the sphere of employment, and prohibitions which only deal with conduct within the sphere of employment. A transgression of a prohibition of the latter class leaves the sphere of employment where it was, and consequently it will not prevent recovery of compensation. A transgression of the former class carries with it the result that the man has gone outside the sphere." Now in *Macmillan v. The Great North of Scotland Railway Co.*, 51 S. L. R. 414, a railway porter had as part of his duties to be in attendance upon the platform to transfer luggage to and from passenger trains running on main and local lines. A train stopped at its usual place twenty yards from where he was standing. As the van passed he tried to jump on so as to be ready to remove luggage as quickly as possible. He fell and was injured. Jumping on trains by porters was strictly prohibited by the company, and he had been checked and warned against the practice. The Court of Session, Second Division, have held that the accident arose out of and in the course of the employment. The rule laid down by the employers had been disobeyed but the disobedience did not take the workman out of the scope of the employment. His indiscretion prompted by overzeal was considered not to amount to a departure from his proper sphere of service. He was performing his duty in an indiscreet manner, but still he was performing it.

Going now to another branch of law—shipping, we propose to draw attention to a distinction there which again and again crops up in the construction of freight contracts. Some bills of lading provide for discharge or loading of the cargo within a fixed time, others provide for it in such terms as "as fast as the steamer can deliver," "with all reasonable dispatch," etc. Under the former clause if the cargo is not loaded or discharged within the specified time demurrage is due no matter

what circumstances may have prevented the loading or discharge, in the other demurrage is not due if the loading or discharge was accomplished as early as practicable, taking into account the circumstances of the case. Thus if a strike prevented discharge that would be a good enough excuse under the latter bill of lading, but it would be utterly irrelevant to plead such an excuse if the bill of lading stated a specific time for discharging. In a recent case a ship was carrying a cargo of pit props from St. Petersburg to Granton. In ordinary circumstances they would have discharged in about five days, but owing to a strike among the workmen in the charterers' wharf the vessel was delayed a very considerable time. The charter party did not specify any lay days, and therefore the ship fell to be discharged in a reasonable time, taking into account the whole circumstances. The ship-owners claimed that she had not been so discharged and sued for damages. The defense was that the strike referred to had rendered discharge of the cargo with ordinary dispatch impossible, but the court held that this defense was too remote, for a strike of wharf workers was not a strike of workmen necessary to the discharge of the cargo, as a strike of say dock laborers would have been, and so was not a risk which should fall on the ship owners.

The same principle of distinction between the two kinds of bills of lading was up in another recent case. Goods carried under a bill of lading, which provided that the cargo should be discharged as fast as the steamer could deliver, were placed in a hold underneath the goods of another consignee and delay in discharging was due to the delay of the upper consignee in taking delivery. Now had the obligation in the bill of lading been to discharge within a certain specified number of days, the lower consignee would be liable in damage after the specified days were expired, but the court held that that rule did not apply where, as in the case of this bill of lading, the obligation of the consignee to discharge was not limited to a definite time, but was allowed to be controlled by the circumstances, and they held that the fact that the cargo being in the lower hold and the delay of the upper consignee, both of which facts were not the fault of the lower consignee were circumstances which excused his delay in discharging and exempted him from damages in respect of such delay.

DONALD MacKAY.

Glasgow, Scotland, May, 1914.

THE DEFENSE OF "SERIOUS AND WILFUL MISCONDUCT," UNDER THE WORKMEN'S COMPENSATION LAWS.

The Workmen's Compensation statutes of a number of the states and of England provide that a workman injured in his employment cannot recover therefor if the injury was due to his own serious and wilful misconduct. The English statute, however, withholds this defense where the injury results in serious and permanent disablement or death of the workman.¹

Serious and Wilful Misconduct Defined.—The word "serious" refers to the conduct, not to the results of the conduct, and the misconduct of a workman is not necessarily serious because it results in serious consequences. It has been held, however, that any neglect is serious which, in view of reasonable persons in a position to judge, exposes anybody, including the person guilty of it, to the risk of serious injury.²

The word is descriptive of the kind of misconduct necessary to bar compensation. Hence, we know that it is not every act of misconduct that constitutes a bar to recovery. If a servant should leave his place of employment by way of the office door instead of the exit maintained for employees, in violation of a rule of his employer, the act would be misconduct, but not serious misconduct.

It may be contended that, on account of the necessity for strict discipline among employees engaged in establishments where machinery is used, and the grave danger attendant upon a general laxity of discipline, that violation of any rule is serious. If such a contention were true it would render the word "serious," as used in the statutes, mere surplusage. The word must be taken to have a meaning, and it must be given full weight. It is very evident that the legislatures did not intend that the

(1) St. 6 Edw. 7, c. 58, sec. 1 (c).

(2) Hill v. Granby Consolidated Mines, 12 Br. Col. 118, 1 Butterworth's W. C. Cas. 436.

workman should be deprived of compensation merely because a breach of some trivial rule attended the accident.

"Indeed," said Lord Atkinson, in *Johnson v. Marshall, Sons & Co.*,³ "if the word 'serious' used in this connection is to have any force or weight given to it at all, it must, I think, mean at least that where the risk of loss or injury resulting to any person or thing from the doing of any particular act is very remote, or where that loss or injury, even if probable, would be trivial in its nature and character, the doing of that act, however wilful, does not amount to 'serious misconduct' within the meaning of this statute, sufficient to deprive an injured workman of the benefits conferred upon him by the statute, unless the indirect influence of the act upon the discipline of the factory is to make every transgression serious."

"Serious" and "wilful" do not refer to conduct, but to "misconduct." In the first place, there must be misconduct; then it must be wilful, and finally, it must be serious. Conduct may often be wilful and its consequences serious, but not amount to misconduct. "Misconduct" means wrong conduct.

"Wilful" means by one's own volition or will; intentional. It imports that the misconduct was deliberate, not merely a thoughtless act on the spur of the moment.⁴ It is not enough that the act is wilful; it must be done by the workman with the intention or knowledge of being guilty of misconduct.⁵ "Wilful" must be considered with the word "misconduct." Nearly all conduct is wilful, that is, intentional, and the same act may constitute intentional or wilful conduct and amount to misconduct without being wilful misconduct. To make misconduct wilful the person guilty of it must know that his conduct is wrongful, or pursue his course in disregard of whether it is right or wrong.

(3) 94 L. T. Rep. 828 (1906), A. C. 409, 22 T. L. Rep. 565, 75 L. J. K. B. 868, 8 W. C. Cas. 10.

Of course, wilful misconduct may be of omission as well as commission.

"Wilful misconduct must mean the doing of something, or the omitting to do something, which it is wrong to do or to omit, where the person who is guilty of the act or omission knows that the act which he is doing, or that which he is omitting to do, is a wrong thing to do or to omit; and it involves the knowledge of the person that the thing which he is doing is wrong."⁶

Wilful misconduct is very different from negligence, and is very much more grave, regardless of the degree of negligence. There must be the doing of something which the person knows will cause risk or injury, or the doing of an unusual thing with reference to the matter in hand, either in spite of warning or without care, regardless of whether it will or will not cause injury.

Illustrations.—A workman operating a circular saw was told a number of times to keep a guard on the saw when in use. The guard was to prevent the wood which was being sawed, if it was jerked up, from being caught by the teeth at the back of the saw and hurled about the shop, to the danger of the workmen. He had worked at circular saws several years before guards were invented, and he had a great aversion to using one. On the day in question he left the guard off the saw intentionally, and a piece of wood was caught by the saw teeth and thrown with such force against him that he was killed. Held, that the injury was due to the serious and wilful misconduct of the workman.⁷

A workman employed at a pit bottom in a mine crossed the working shaft to get a tool. Before starting across he waited for the cage to be raised, but when he was in

(4) *Johnson v. Marshall, Sons & Co.*, 94 L. T. Rep. 828 (1906), A. C. 409, 22 T. L. Rep. 565, 75 L. J. K. B. 868, 8 W. C. Cas. 10.

(5) *Bist v. London, Etc., R. Co.*, 96 L. T. Rep. 750 (1907), A. C. 209, 23 T. L. Rep. 471, 76 L. J. K. B. 703, 9 W. C. Cas. 19.

(6) *Beven, Workmen's Compensation (Eng.)*, (4th ed.) 396.

(7) *Brooker v. Warren*, 23 T. L. Rep. 201, 9 W. C. Cas. 26.

the act of crossing, the cage was lowered again without warning and he was severely injured. There was a way provided round the shaft, and although it was used for hutches, it was never so crowded that a man could not pass. There were no special rules prohibiting workmen from crossing the shaft, but it was recognized by them that there was great danger in doing so, and in practice no one crossed it unless the cage was in its seat. The arbitrator found that the man was guilty of serious and wilful misconduct, and on appeal this finding was upheld.⁸

A miner was killed while going from his work by a "journey" of trams. He was leaving the mine by the usual way. There were manholes at intervals along the way which were intended to be used in avoiding trains of tram cars. He was warned by a fellow workman to get into a manhole as the "journey" was coming near. He did not heed the warning and was overtaken by the trams and killed. The trial judge found that he was guilty of serious and wilful misconduct, and on appeal it was held that there was evidence to support the finding.⁹

Two girls were employed on the platform of a steam thrasher to pass sheaves to the millman, who fed the machine. They were specially instructed to remain in their places and were warned of the danger of moving about. Their work did not require them to converse with each other or to leave their places. During the temporary absence of the millman, one of the girls attempted to step across the opening through which the mill was fed and was caught by the machinery and injured. Held, that her injuries were due to her serious and wilful misconduct.¹⁰

An engineer had taken his engine to a side track and it was then his duty to re-

port off duty at a nearby station. It was necessary in going to the station to proceed along the main line for a short distance, when a path offered egress to a public road, but the gate on this path was not always unlocked. He was warned that a train had been signaled, and when last seen alive he was walking on the main line, but was apparently making his way to the left side where there was room to stand clear of the train. He was struck and killed by this train after he had passed the footpath above mentioned. There was no rule of the railroad company forbidding employees walking on the line. Held, that the man was not guilty of serious and wilful misconduct.¹¹

A girl, fourteen years of age, employed as a bottler in a soda water factory, received an injury to her right wrist caused by the explosion of a bottle which she was filling at a machine. At the time of the accident she was wearing a glove on her left hand, but none on her right as required by special statutory rules, which were posted in the factory. Upon the girl making application for compensation, her employers contended that the injury was due to her serious and wilful misconduct in failing to wear a glove on her right hand which would have protected her hand and wrist. This, they asserted, she had been told to do by the forewoman. It was found that the girl had been provided with gloves, and that she knew that she ought to wear them, but that the forewoman allowed her to work without them, and only verbally told her to obey the rules to protect herself with the employer. The trial judge held that the defense of serious and wilful misconduct had not been established, and on appeal the decision was allowed to stand.¹²

In the case last cited it was necessary to consider the age of the girl; the fact that the forewoman had actually suffered her to work without a glove on her right hand:

(8) *Leishman v. Dixon* (1910), 30 Sc. Sess. Cas. 498, 47 Sc. L. Rep. 410, 3 Butterworth's W. C. Cas. 560.

(9) *John v. Albion Coal Co.*, 18 T. L. Rep. 27, 65 J. P. 788, 4 W. C. Cas. 15.

(10) *Callaghan v. Maxwell*, 2 Sc. Sess. Cas. (5th series) 420, 37 Sc. L. Rep. 313, 7 Sc. L. T. 339.

(11) *Tod v. Caledonian R. Co.*, 1 Sc. Sess. Cas. (5th series) 1047, 36 Sc. L. Rep. 784, 7 Sc. L. T. 85.

(12) *Casey v. Humphries*, 29 T. L. Rep. 647, 5 Butterworth's W. C. Cas. 625.

the fact, which was found, that the left hand was more likely to be struck by glass in case of such an explosion than the right: that flying glass from an exploded bottle was no more likely to strike her right hand than her face or other parts of her body; the statutory rules, and the probable consequences of a disobedience of them in the given instance, (1) to herself, and (2) to others.

A workman who was employed to load scrap iron into barrows, was killed by a defective hoist in which he was ascending to a platform to procure hand-leathers, which were necessary in his work. Workmen were forbidden to use the hoist to ascend to the platform, and a notice to that effect was posted on a wall close by. At the time of the accident the hoist had been rendered especially dangerous by recent alterations. It was not shown that deceased knew of the notice, or that his attention had been directed to the changed condition of the hoist. It was shown that some of the workmen knew of the notice and some did not, and that all used the hoist. Held, that the deceased had not been guilty of serious and wilful misconduct.¹³

Distinguished from Contributory Negligence.—Serious and wilful misconduct is something more than contributory negligence, as the latter will not defeat recovery of compensation.¹⁴

A boy employed at a machine used for cutting screws, leaned over a circular saw, which was in motion, to pick up an uncut screw which had fallen from its place, and in doing so was injured by the saw. He had been frequently told not to put his hand across the saw. It was held that, although the boy was negligent, he was not guilty of serious and wilful misconduct.¹⁵ The facts in this case showed that the element of wilfulness did not enter into what

the boy did, but that he acted on a sudden impulse.

Intoxication.—Being drunk and unfit for work has been held to amount to serious and wilful misconduct on the part of a workman under the circumstances of the particular case. If an injury is due to such conduct, the workman cannot recover compensation therefor.¹⁶

There are, of course, degrees of intoxication, and slight intoxication may not constitute serious and wilful misconduct. Then too, all the accompanying circumstances must be considered in determining the question; the degree of the intoxication is not necessarily of itself controlling. The dangerous character of the work in which the workman is engaged, and the probable consequences of his attempting to work in such a condition, are matters to be given due weight.

Violation of Rule of Employer.—The breach of a rule governing the conduct of the workman in their employment is not necessarily serious and wilful misconduct.¹⁷ Much, of course, depends upon the nature of the rule, its object, the knowledge of the workman of its existence, and such like considerations. If the violation of the rule is very likely to be followed by serious consequences to the workman himself and to others in the vicinity, and the workman has knowledge of this fact, it may well be contended that such violation amounts to serious and wilful misconduct. While, on the other hand, if the rule is of only slight importance, the contrary will be held.

A locomotive engineer left the footplate of his engine while it was running at considerable speed, in order to get coal from the tender, and was killed while so doing. His conduct was in violation of a rule of the employer that "engine men and firemen must not leave the footplate of their engine when the latter is in motion." There

(13) *Logue v. Fullerton*, 3 Sc. Sess. Cas. (5th series) 1006, 38 Sc. L. Rep. 738, 9 Sc. L. T. 152.

(14) *Praties v. Broxburn Oil Co.* (1907), Sc. Sess. Cas. 581, 44 Sc. L. Rep. 408.

(15) *Reeks v. Kynoch*, 18 T. L. Rep. 34, 50 Wkly. Rep. 113, 4 W. C. Cas. 14.

(16) *McGroarty v. Brown & Co.*, 8 Sc. Sess. Cas. (5th series) 809, 43 Sc. L. Rep. 598, 14 Sc. L. T. 66.

(17) *Domachie v. United Collieries* (1910), Sc. Sess. Cas. 503, 47 Sc. L. Rep. 412.

was evidence that the engineer knew of this rule and could have gotten coal without leaving the footplate. The trial court found that the accident was due to the serious and wilful misconduct of the workman, and on appeal it was held that there was evidence to support the finding.¹⁸

In the case last cited, if the engineer had left the footplate of his engine to ascertain what was causing some trouble with the working of the engine, he would have been violating a rule, but under circumstances which he might deem to justify his actions, as being for the best interest of his employer.

Several boys employed in a steel plant were occasionally given an interval of half an hour to rest. During such an interval they got into some trucks that were standing on a steeply inclined track. The trucks began to move down the incline and one of the boys jumped out to sprag the wheels, and in attempting to do so was fatally injured. The boys had no occasion to go near the trucks, and had repeatedly been warned not to go near them. Held, that the accident was due to the serious and wilful misconduct of the boy.¹⁹

Violation of Special or Statutory Rules—The English Coal Mines act of 1887 authorizes the establishment of rules to be promulgated in view of the peculiar conditions existing at the particular mine for the guidance of persons employed in or about such mine. These rules, which are called "special" or "statutory" rules, are required by the act to be observed in the same manner as if they were enacted in the act, and a violation of any such rule constitutes a violation of the act. They have, therefore, all the force and effect of statutory law. Violation of such a rule, however, does not, as a matter of law, amount to serious and wilful misconduct,

but the question must be considered primarily as one of fact.

A miner was injured by the explosion of a cartridge which he was carrying not contained in a closed case or canister, in violation of a statutory rule. The explosion was occasioned by his allowing the cartridge to come into contact with a naked light in his cap. The workman did not know of the rule, although it had been duly exhibited at the mine in a manner to satisfy the provisions of the statute relative to the publication of the same. It also appeared that he followed his customary practice in handling the explosive, which practice was followed by other miners in the pit. Held, that the injury was attributable to the serious and wilful misconduct of the workman.²⁰

In the case last cited the court seems to have taken an erroneous view of the law; the Lord President having said that when it is proved that an accident happened through the disregard of one of the proper statutory colliery rules, that is in itself an act of serious and wilful misconduct. One might just as well say that every homicide is murder, and prejudice a man's case unheard. However, this same court has since held that the breach of such a rule does not necessarily amount to serious and wilful misconduct.²¹

A miner lighted the fuse to fire a shot and retired to a place of safety. After the lapse of six minutes, during which time the shot had not exploded, he returned to examine the shot-hole, and while so engaged the shot exploded and injured him. There was a statutory rule in force in the mine to the effect that if a shot had been lighted and did not explode, no person should enter the place where it was lighted until the lapse of thirty minutes. This rule was not known to the miner, and was not generally observed in the mine. A

(18) *Bist v. London, Etc., R. Co.*, 96 L. T. Rep. 750 (1907), A. C. 209, 23 T. L. Rep. 471, 76 L. J. K. B. 703, 9 W. C. Cas. 19.

(19) *Powell v. Lanarkshire Steel Co.*, 6 Sc. Sess. Cas. (5th series) 1039, 42 Sc. L. Rep. 231, 12 Sc. L. T. 656.

(20) *Dobson v. United Collieries*, 8 Sc. Sess. Cas. (5th series) 241, 43 Sc. L. Rep. 260, 13 Sc. L. T. 644.

(21) *Wallace v. Glenboig Union Fire Clay Co.* (1907), Sc. Sess. Cas. 967, 44 Sc. L. Rep. 726.

printed copy of such rules was exposed to the view of the miners at the pit-head in a shallow case with a hinged door which could be closed but not locked. It was contended that the miner must be taken to have known of the rule, or, not knowing of it, his ignorance was no excuse, because he ought to be held guilty of serious and wilful misconduct for failing to inform himself of the rule. However, the contrary was held, and compensation was allowed for the injury.²²

A miner, while on duty, sat down to count the charges of powder in his canister. He placed the canister on his left and his cap with a naked light on it about five feet distant from the canister on his right. In counting the charges he brought them nearer to the light than to the canister, and nearer than was necessary, and they ignited from the light and an explosion followed which injured the man. There was a statutory rule in force in the mine that while handling explosives a workman "shall not permit a naked light to remain in his cap, or in such a position that it could ignite the explosive." The arbitrator found that the workman had been guilty of serious and wilful misconduct, and on appeal it was held that there was sufficient evidence to support the finding.²³

Notice to Workman of Rule—It is a well settled rule, and one that requires the citation of no authority to support it, that in order that the violation of a rule of the employer shall mitigate against the workman he must have notice, either actual or constructive, of the rule. But it is held that knowledge on the part of the workman is sufficient regardless of the way in which such knowledge was acquired.²⁴ On the other hand it has been held that a mere statement by a foreman to the workman that a certain rule exists is insufficient to

charge the workman with notice.²⁵ And a printed rule was declared insufficient to convey notice to a workman who could not read.²⁶

Effect of Habitual Violation of Rule—Where a rule of the employer is habitually disobeyed by his workmen, or if it is obeyed or disobeyed according to the convenience or inclination of the workman, and such violations are known to the employer, or have continued for such a length of time or under such circumstances that will raise a presumption that he has such knowledge, and he impliedly or expressly assents thereto, such rule is considered waived, and is of no effect. Where, however, a workman receives special instructions to govern a particular instance, any general custom among the workmen to the contrary is of no effect.²⁷

It is not every breach of a rule on the part of a workman that will defeat his right to compensation for an injury received as a consequence of such breach. It must be shown that his conduct in the violation of the rule amounted to serious and wilful misconduct,²⁸ or that his conduct was such that it cannot be said that the accident arose out of and in the course of his employment.

Question of Fact and Law—Whether or not a workman has been guilty of serious and wilful misconduct is a mixed question of law and fact. After the facts have been found, whether or not they constitute serious and wilful misconduct is a question of law.²⁹ Whether or not there is any reasonable evidence to support a finding of serious and wilful misconduct, is a question of law.³⁰

C. P. BERRY.

St. Louis, Mo.

(25) *Daubert v. Western Meat Co.*, 135 Cal. 144, 67 Pac. 133.

(26) *Himrod Coal Co. v. Clark*, 197 Ill. 514, 519, 64 N. E. 282, affirming 99 Ill. App. 332.

(27) *Green v. Bessemer Coal, Etc., Co.*, 162 Ala. 609, 50 So. 289.

(28) *Robertson v. Allan Bros. & Co.*, 98 L. T. Rep. 821, 77 L. J. K. B. 1072, 1 Butterworth's W. C. Cas. 172.

(29) *Dailly v. Watson*, 2 Sc. Sess. Cas. (5th series) 1044, 37 Sc. L. Rep. 782, 8 Sc. L. T. 73; *Vaughan v. Nicoll*, 8 Sc. Sess. Cas. (5th series) 464, 43 Sc. L. Rep. 351, 13 Sc. L. T. 804.

(30) *British Columbia Sugar Refining Co. v. Granick*, 44 Can. Sup. Ct. 105.

(22) *McNicol v. Speirs, Etc., Co.*, 1 Sc. Sess. Cas. (5th series) 604, 36 Sc. L. Rep. 428, 6 Sc. L. T. 353.

(23) *Donnachie v. United Collieries* (1910), Sc. Sess. Cas. 503, 47 Sc. L. Rep. 412.

(24) *Port Royal, Etc., R. Co. v. Davis*, 95 Ga. 292, 22 S. E. 833.

MASTER AND SERVANT—LIABILITY OF
MASTER.

FORBES, et al. v. REINMAN & WOOLFORT.
(No. 261.)

Supreme Court of Arkansas. April 13, 1914.

60 S. W. 56.

Those who let an automobile with a chauffeur to drive the hirer with his guests, he having no authority over the chauffeur, except to direct where the car shall be driven, are liable, as master, for the negligence of the driver, whereby the occupants are injured; their duty not being limited to care in selection of a car and driver.

HART, J. Appellants brought separate suits against appellees to recover damages on account of the alleged negligence of appellees, and the cases were consolidated for the purpose of trial.

(1, 2) The facts, so far as are necessary for a determination of the issue raised by the appeal, are as follows: Appellees had been engaged in the livery business in the city of Little Rock for several years, and, in connection therewith, rented automobiles to such persons as they chose. In May, 1912, George Forbes telephoned to appellees for an automobile and driver to be used by him and some guests in driving about the city of Little Rock. Forbes had hired automobiles from appellees before this time. Appellees sent an automobile and driver to the place designated by Forbes. Forbes, and Mr. and Mrs. E. L. Smith as his guests, entered the automobile and gave directions to the driver as to the places where they wished to go. The driver had control of the machine, and the management of it, and drove to the places directed by Forbes. While going along High street, in the city of Little Rock, the automobile ran into an express wagon, and Forbes was killed and Mrs. Smith severely injured. The testimony on the part of appellants tends to show that the collision occurred by reason of the negligence of the driver of the automobile while the testimony of appellees tends to show that it was caused by the negligence of the driver of the express wagon. Appellees testified that the chauffeur in charge of their car was an experienced driver and had been in their employment as long as they had been in the business of hiring out automobiles; that he had never had an accident before and was both careful and skillful; that the car in question cost \$3,500, and was in perfect condition. The

circuit court directed a verdict in favor of appellees on the ground that the only duty appellees owed to the occupants of the car was that of exercising ordinary care in furnishing a safe automobile and a careful and reliable chauffeur. To reverse the judgment rendered, appellants have prosecuted this appeal.

Mr. Hutchinson, in his work on Carriers (3d Ed. vol 1, § 35), says that private carriers for hire are such as make no public profession that they will carry for all who apply, but who occasionally, or upon the particular occasion, undertake for compensation to carry the goods of others upon such terms as may be agreed upon. At section 37, the same author says that, the bailment to the private carrier for hire being for the mutual benefit of the parties, the law exacts of him a higher degree of diligence than the carrier without hire; that the measures of his duty is what is known as ordinary care or diligence, and for the lack of this he will be held liable. Again, at section 96 of the same volume, he says: "Ordinarily livery stable keepers engaged in the business of letting for hire teams and vehicles, either with or without drivers, are not carriers of passengers within the legal meaning of the term. They do not hold themselves out as undertaking, for hire, to carry indiscriminately any person who may apply." So it may be said at the outset that the relation between the hirer of the vehicle and the owner is that of bailee and bailor, and the liability of the owner is governed by the rules applicable to such a contract of bailment. Appellees hired to Forbes an automobile and driver to be used by him and his guests in driving around the city of Little Rock; and thus they became a private carrier for hire, and as such were required to use ordinary care and diligence in the performance of the duty imposed upon them by the contract. Counsel for appellees contend that the duty imposed upon the latter was to exercise ordinary care and skill in the selection of the motor vehicle, and also to exercise ordinary care and prudence in the selection of a careful and skilled chauffeur. They cite, in support of their contention, the following cases: *McGregor v. Gill*, 114 Tenn. 521, 86 S. W. 318, 108 Am. St. Rep. 919; *Payne v. Halstead*, 44 Ill. App. 97; *Stanley v. Steele*, 77 Conn. 688, 60 Atl. 640, 69 L. R. A. 561, 2 Ann. Cas. 342; *Parker v. G. O. Loving & Co.* (Ga. App.) 79 S. E. 77.

It must be admitted that language is used in all these opinions which tends to sustain the contention of counsel for appellees; but in regard to the last two mentioned cases it may be said that the injury to the occupant of the

carriage resulted from a defect in the carriage itself, and the court said that the hirer of the carriage was only bound to use ordinary care and diligence in the selection of the vehicle. The language of the court to the effect that the owner was only required to use ordinary care and diligence to select a safe and careful driver is obiter, for the question of whether the master had furnished a competent and careful driver was not an issue in the case. In the first two cases, viz., *McGregor v. Gill*, supra, and *Payne v. Halstead*, supra, the injury was caused by the alleged negligence of the driver and the court held that the only duty the owner owed to the person hiring the carriage was to use ordinary care in selecting a competent and skillful driver; but we do not think the holding of these courts can be sustained upon reason and principle. Indeed, a contrary doctrine to that announced by the Illinois Court of Appeals in *Payne v. Halstead* was afterwards held by the Supreme Court of that state in a case which we shall refer to later. It is a general rule of law that an injured person may recover against one or both of two wrongdoers between whom there is no concert of action, whose concurring act produces the injury. In the application of this rule, this court held, in the case of *Hot Springs Street Ry. Co. v. Hildreth*, 72 Ark. 572, 82 S. W. 245, that one riding in a private conveyance as a guest of its driver, over whom he has no authority or control, and who is injured by the negligence of a third party and the contributory negligence of his entertainer, is not to be defeated in his action against the negligent third party by imputed contributory negligence. The reason that the driver's negligence is not imputed to the injured occupant of the carriage in such cases is that the relation of master and servant, or principal and agent, does not exist between the driver of the carriage and the person riding in it with him. If, on the other hand, a master is riding in his own carriage with his servant driving, and the master is injured by the concurring negligence of his driver and a third person, the master cannot recover damages for his injuries from the third person because the negligence of his driver may be imputed to him. The reason that the negligence of the driver is imputed to the master is because the servant is under the direct control of the master. It is also generally held that the owner of an automobile who leases it with a licensed chauffeur in charge of it at a stated sum is liable to strangers for the negligent acts of the chauffeur, where the lessee has no control over him except as to when and where the car shall be

driven. *Shepard v. Jacobs*, 204 Mass. 110, 90 N. E. 392, 26 L. R. A. (N. S.) 442, 134 Am. St. Rep. 648, and cases cited. The court held that this case turned upon the law of master and servant, and, in discussing the question of whether the servant in such cases was the servant of the hirer or the person who hired the carriage, said: "In the application of these principles to the hiring of a carriage with horses and a driver, to be used for the conveyance of the hirer from place to place, it has been held almost universally that in the care and management of the horse and vehicle the driver does not become the servant of the hirer, but remains subject to the control of his general employer, and that therefore the hirer is not liable for his negligence in driving."

The reason the owner of the automobile was held liable in that case was because he stood in the relation of master to the chauffeur, who was the wrongdoer. He had selected the chauffeur as his servant from the knowledge, or the belief, of his skill and care, and the servant was bound to receive and obey his orders. If the owner of a motor vehicle hired to a third person, who exercises no control over the driver of the automobile other than telling him where to go, is liable in damages to pedestrians or the occupants of other vehicles who are injured by the negligence of the chauffeur, we can see no difference in principle in such a case and in one where the occupants of the carriage are injured by the negligence of the chauffeur; for the liability of the owner in each case turns upon the question of whether the chauffeur is his servant or not. If the chauffeur is the servant of the owner, as to strangers, it cannot upon principle be said that he is the servant of the person hiring the vehicle when the latter is injured and sues the owner for damages.

Counsel for appellants have cited numerous cases in their brief; but many of them have only an indirect application to the facts of the present case, and we shall only cite those which we deem squarely in point. In the case of *Johnson v. Coey*, 237 Ill. 88, 86 N. E. 678, 21 L. R. A. (N. S.) 81, the court held: "The owner of a passenger-carrying automobile cannot escape liability for injury to a passenger caused by collision between the automobile and a street car, if the chauffeur negligently ran near the car at high speed without having the machine under control, and, without such negligence, the accident would not have happened, although the immediate cause of the accident was the breaking of a brake rod

through a latent defect, for which the owner was not responsible."

In the case of *Gerretson v. Rambler Garage Co.*, 149 Wis. 528, 136 N. W. 186, 40 L. R. A. (N. S.) 457, the Supreme Court of Wisconsin held: "A chauffeur sent by the owner of a garage to operate an automobile leased for a pleasure ride, and who obeys the directions of the lessee merely as to routes, is the servant of the owner of the garage, and the latter will be liable for injury inflicted upon occupants of the car through his negligence."

In the case of *Meyers v. Tri-State Automobile Co.*, 121 Minn. 68, 140 N. W. 184, 44 L. R. A. (N. S.) 113, the Supreme Court of Minnesota held: "Where a dealer in automobiles and owner of a garage lets a car for hire and furnishes a driver, and the hirer exercises no control or supervision over the driver except to direct him where to go and what route to take, and to caution him against improper driving, the owner is responsible for the negligence of the driver, and the hirer may recover from the owner in damages for an injury caused by the driver's negligence." The court said: "Both on principle and authority, we decline to follow the rule that the defendant is liable only for the exercise of care in the selection of the driver. We apply the ordinary rule of respondeat superior to this case, and hold that, where a dealer in automobiles and owner of a garage lets a car for hire and furnishes a driver, and the hirer exercises no control or supervision over the driver except to direct him where to go and what route to take, and to caution him against improper driving, the owner is responsible for the negligence of the driver, and the hirer may recover from the owner in damages for an injury caused by the driver's negligence."

In *Routledge v. Rambler Automobile Co.* (Tex. Civ. App.) 95 S. W. 749, plaintiff was riding as guest of others who had hired an automobile and chauffeur. It was held he was entitled to recover for an injury caused by the negligence of the chauffeur.

As we have already seen, a private carrier is not bound to exercise the highest degree of care for the safety of his passengers, as in the case of a common carrier; but he is bound to exercise ordinary care and diligence to carry his passengers safely. If a private carrier should drive his own vehicle and should cause injury to his passengers by his negligent driving, he could not escape liability by proving that he was ordinarily a safe and careful driver. The reason is that in such case he is a wrongdoer, and, his primary negli-

gence being the proximate cause of the injury, he is liable for the damages sustained. So, too, if he delegates to another the duty to drive his vehicle, and his passengers are injured by reason of the negligence of his driver, the rule of respondeat superior applies, and the owner is liable. In the case at bar, under the facts shown by appellants, the occupants of the car exercised no authority whatever over the driver, except to direct him where to go. The operation and management of the car was exclusively in charge of the driver. The testimony of appellants also shows that the occupants of the car were injured by the negligence of the driver. It would not be doubted for an instant that in such a case the driver himself would be liable. This is so because, under the circumstances, he would be a wrongdoer, and, his primary negligence being the proximate cause of the injury to the passengers, he would be liable therefor. If, as we have already seen, he was at the time the servant of the owner of the car, such owner would also be liable in damages under the doctrine of respondeat superior. This rule is especially applicable in the case of one letting out automobiles for hire. Motor vehicles are complicated machines, and are capable of being run at a very high rate of speed. It is necessary for the safety of their occupants, as well as for the protection of pedestrians and other persons in vehicles using the streets, that the drivers of such machines should be competent persons, and that such drivers be required to exercise ordinary care and diligence in running their machines. Under the authority cited above, and upon principle, we do not think that the owner of an automobile, under the facts shown by appellants, can absolve himself from liability by proving that he had employed a careful and competent driver. He also owes the occupants of the automobile the duty to exercise ordinary care to carry them safely to their destination.

It follows that the court erred in directing a verdict for appellee, and for that error the judgment will be reversed and the cause remanded for a new trial.

NOTE.—*Care Required as Affecting the Principle of Respondeat Superior, Where Automobile is Let for Hire.*—It appears to have been laid down in regard to a livery stable keeper, that he is only bound to ordinary care as a private carrier for hire as to vehicles and drivers. *Stanley v. Steele*, 77 Conn. 688, 60 Atl. 649, 69 L. R. A. 561, 2 Ann. Cas. 342. In *McGregor v. Gill*, 114 Tenn. 524, 86 S. W. 318, 108 Am. St. Rep. 919, there was careless driving whereby a wagon was upset and plaintiff was seriously injured.

The court dwells on the fact that the driver was well known and esteemed as an unusually safe and trustworthy driver, and it was held that, upon the undisputed fact that defendant exercised reasonable prudence in his selection, there was no liability.

In *Trout v. Livery & Undertaking Co.*, 148 Mo. App. 621, 130 S. W. 136, it is distinguished between hackmen and stage coach proprietors and an ordinary liveryman in that the latter accepts a human being in bailment and is under the obligation of ordinary care.

As to an owner of a garage leasing automobiles with licensed chauffeurs the Massachusetts Supreme Judicial Court points out that there is close analogy between furnishing a carriage, horses and driver and letting an automobile with a licensed chauffeur, the court seeming to regard there should be liability for any negligence by the driver or the chauffeur. The driver is there under the control of the owner for the care of his property and the chauffeur similarly thus. *Shepherd v. Jacobs*, 204 Mass. 110, 90 N. E. 392, 26 L. R. A. (N. S.) 442.

In *Johnson v. Coey*, 237 Ill. 88, 86 N. E. 678, 26 L. R. A. (N. S.) 81, there seems an intimation in the opinion, though it is not expressly so held, that, if an automobile in apparently good condition breaks a rod in attempting to avoid a collision, and this was the approximate cause of the collision, there would be no liability, due care having been exercised in its selection. But in general the rule has been declared in Wisconsin that for the negligent and wrongful acts of a servant in the line of his duty for which the master would be responsible if performed by himself liability arises. This disposes of all question of care in selection of servant. *Gerretson v. Rambler Garage Co.*, 149 Wis. 528, 136 N. W. 186, 40 L. R. A. (N. S.) 457.

The owner of a sight-seeing automobile was held to be a common carrier and bound to the highest degree of care consistent with the proper transaction of the business. *Hinds v. Steere*, 209 Mass. 442, 95 N. E. 844, 35 L. R. A. (N. S.) 658.

Whatever may have been the old rule as to livery stable keepers, the courts seem to ignore it so far as automobiles are concerned and place injury to passengers, where the chauffeur is owner's servant, very much like injuries to third persons. C.

ITEMS OF PROFESSIONAL INTEREST.

BAR ASSOCIATION MEETINGS FOR 1914—WHEN AND WHERE TO BE HELD.

American Bar Association—Washington, D. C., October 20, 21 and 22.

Alabama—Montgomery, July 10 and 11.

California—Oakland, November 19, 20 and 21.

Colorado—Colorado Springs, probably July 9 and 10.

Georgia—Tybee Island, June 18, 19 and 20.

Iowa—Burlington, June 25 and 26.

Kentucky—Mammoth Cave, July 8, 9 and 10.

Michigan—Flint, June 24 and 25.

Minnesota—St. Paul, August 20, 21 and 22.
Missouri—St. Louis, latter part of September.
New Hampshire—Probably Concord, June 27.
New Mexico—August 18.
North Carolina—Wrightsville Beach, June 29, 30, and July 1.
North Dakota—Grand Forks, September 15.
Ohio—Cedar Point, July 7, 8 and 9.
Pennsylvania—Erie, June 30, July 1 and 2.
Vermont—Montpelier, October 6.

RECENT DECISIONS BY THE NEW YORK COUNTY LAWYERS' ASSOCIATION, COMMITTEE ON PROFESSIONAL ETHICS.

In answering questions this Committee acts by virtue of the following provisions of the by-laws of the Association, Article XVI, Section III:

"This Committee shall be empowered when consulted to advise inquirers respecting questions of proper professional conduct, reporting its action to the Board of Directors from time to time."

It is understood that this Committee acts on specific questions submitted ex parte, and in its answers bases its opinion on such facts only as are set forth in the question.

QUESTION No. 53.

A is the plaintiff, suing to recover \$10,000 for injuries sustained in falling down unlighted stairs in an apartment owned by B a corporation, which is insured by D a casualty company, for \$5,000.

C an attorney at law, is a stockholder in, secretary of and attorney for B and is managing the apartment-house.

A believing C to be the owner and ignorant of B's title, sues C who notifies D of the suit, and is requested by D to act as its attorney and defend the action and not to disclose the name of the real owner to the plaintiff.

I. Is the attorney required to disclose, or is he justified in disclosing to the plaintiff's attorney, the fact that he is not the owner of the property, but that B is the owner, his failure to disclose aiding in securing the running of the Statute of Limitation against B?

II. Is it proper for C, the defendant, as a condition of defending the action, to require compensation for his professional services in so doing, from the casualty company which requests him to defend the action?

Answer No. 53.—In the opinion of the Committee the attorney is under high ethical obligation, by reason of his position as an officer of the court, and should not lend himself to

such collusive arrangement to secure the running of the Statute of Limitation, nor accept a retainer or compensation therefor from the casualty company. He should promptly and affirmatively disclose that he is not the owner of the apartment. We are not agreed that the attorney is under any duty to disclose the ownership of B.

QUESTION No. 54.

A sues his wife B for absolute divorce. B defends and makes a motion for alimony and counsel fee. Pending the decision of the motion, A suggests to B that she accept from him a fixed sum of money in lieu of alimony and counsel fee provided B will bring an action against him to annul the marriage, whereupon A will discontinue his action.

B has a meritorious ground upon which to base an annulment suit, namely, under age of legal consent at the time of the marriage and no cohabitation.

May B's attorney, with knowledge of the foregoing facts, institute annulment suit in her behalf and advise his clients as to the propriety of bringing such suit?

Answer No. 54.—In the opinion of the Committee an affirmative answer should be given to the question; but it is the duty of counsel to advise the court before whom the motion for alimony and a counsel fee is pending, of the facts surrounding the proposed discontinuance of the divorce action, and the proposed institution of the annulment suit, and to make a similar disclosure in the annulment action.

The Committee expresses no opinion upon counsel fees upon the subsequent action for annulment of the marriage.

QUESTION No. 57.

A well-known corporation of high standing has issued a circular letter in which it says:

"We will be glad to give expert testimony as to the value of property which may be needed in court proceedings, settlement of estates or condemnation proceedings."

Is it the opinion of the Committee that a lawyer can properly employ and pay a corporation to procure an individual to give expert testimony on the above subjects, assuming that the individual avails himself of data derived from the corporation's records?

Answer No. 57.—In the opinion of the Committee the question should be answered in the affirmative. We assume that a corporation may carry on the business of appraising property, and, as a corporation can only act through its agents or employees, an appraisal furnished by a corporation is necessarily an appraisal of an the legal effect of the motion for alimony and individual employed by a corporation; but as

such appraisal cannot, in general, be used in legal proceedings, without the testimony of the individual who made it, the employment of a corporation to make an appraisal to be used in legal proceedings implies the right to furnish the testimony of the agent or individual who made such appraisal, for the purpose of sustaining it.

QUESTION No. 58.

It seems to be the prevailing practice for Patent Attorneys to run cards in their local papers, somewhat as follows:

"Patents.

Richard E. Roe secures U. S. and Foreign Patents. ****Bldg.****."

"Patents.

Richard E. Roe, formerly Examiner U. S. Patent Office. Patents, Trade-marks, Copyrights, ****Bldg.****."

Does the Committee deem this proper professional practice?

Answer No. 58.—In the cards quoted, the advertiser does not describe himself as an attorney or counsellor at law. Patent attorneys are not necessarily attorneys at law, though attorneys at law may be patent attorneys, that is to say, either solicitors of patents or advisers in respect to patent matters. The committee sees no impropriety in the advertisements, even though the advertiser is an attorney at law.

Questions 46 and 48 answered in 78 Central Law Journal 75; question 47 in 78 C. L. J. 298; questions 42, 49, 50, 51, 52 and 56 in 78 C. L. J. 317.

HUMOR OF THE LAW.

At a trial in an Alabama town, one of the witnesses, an old lady of some eighty years, was closely questioned by the opposing counsel relative to the clearness of her eyesight.

"Can you see me?" said he.

"Yes."

"How well can you see me?" persisted the lawyer.

"Well enough," responded the lady, "to see that you are neither a negro, an Indian, nor a gentleman."—National Corporation Reporter.

"P'taters is good this mornin,' madam," said the old farmer making his usual weekly call.

"Oh, is they?" retorted the customer. "That reminds me. How is it that them you sold me last week is so much smaller at the bottom of the basket than at the top?"

"Waal," replied the old man, "p'taters is growin' so fast now that by the time I get a basketful dug the last ones is about twice the size of the first."—Business.

WEEKLY DIGEST.

Weekly Digest of ALL the Current Opinions of ALL the State and Territorial Courts of Last Resort, and of all the Federal Courts.

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1. **Assignments—Torts.**—The assignment of a claim for a tort vests in the assignee a right of action only for the amount by which the tort-feasor was benefited.—*Hewey v. Fouts*, Kan., 139 Pac. 407.

2. **Bankruptcy—Insolvency.**—Insolvency is not a necessary prerequisite to the filing of a voluntary petition for bankruptcy adjudication against a corporation.—*In re Foster Paint & Varnish Co.*, U. S. D. C., 210 Fed. 652.

3. **Jurisdiction.**—On a petition to sell mortgaged property free from the lien and transfer the same to the proceeds, there being no allegation in the petition nor in the notice that an attack was made on the validity of the mortgage, the referee had no jurisdiction to adjudge it void.—*In re Martin*, C. C. A., 210 Fed. 620.

4. **Mechanics' Lien.**—A subcontractor who failed to perfect his lien is not entitled, as against the trustee in bankruptcy of the general contractor, to a lien on the balance due him, paid into court by the general contractor.—*Furst-Kerber Cut Stone Co. v. Wells*, Va., 81 S. E. 22.

5. **Banks and Banking—Deposit.**—Where a deposit is by mistake credited to the account of the depositor as treasurer of a fraternal association instead of to his personal account, he may upon discovering the fact direct that the credit be made according to his original intent.—*Fidelity & Deposit Co. of Maryland v. State Bank of Holton*, Kan., 139 Pac. 370.

6. **Forgery.**—Where a check was obtained from the drawer by certain conspirators, who had no authority to receive it for the payee, and, after the conspirators had procured its certification, they also procured a forged indorsement of the name of the payee and obtained payment from defendant, the check was never lawfully delivered, and plaintiff, notwithstanding the certification, was entitled to recover the amount from the drawee bank.—*Anglo-South American Bank v. National City Bank of New York*, 146 N. Y. Supp. 457.

7. **Brokers—Ratification.**—Where the owner, knowing that he has been induced by fraud to enter into a contract with a broker to procure a purchaser, accepts the purchaser procured and pays a part of the broker's commission, he ratifies the contract and becomes bound to pay the entire commission prescribed by it.—*Elwood v. Tiemair*, Kan., 139 Pac. 362.

8. **Carriers of Goods—Warehouseman.**—Where a car load of flour received for interstate shipment arrived at the place where the shipper had, by mistake, billed it, and there remained uncalled for, for five days after notice mailed and diligent effort to locate consignee had failed, held that the last carrier's liability for destruction of the shipment by fire was that of a warehouseman only.—*Hogan Milling Co. v. Union Pac. R. Co.*, Kan., 139 Pac. 397.

9. **Carriers of Live Stock.**—Limitation of Liability.—An express company may stipulate in a contract for the carriage of live stock for exemption from liability for delay, injuries to, or loss of, the animals, unless caused by its negligence.—*Adams Express Co. v. Allendale Farm*, Va., 81 S. E. 42.

10. **Charities—Indefiniteness.**—A charitable trust is not invalid because of indefiniteness and is sufficient if the benefited class is designated in a general way, leaving the practical application of the gift to be made by the trustee.—*Wilson v. First Nat. Bank*, Iowa, 145 N. W. 948.

11. **Chattel Mortgages—Landlord and Tenant.**—That a tenant with the landlord's consent gave a chattel mortgage on articles attached to the realty did not deprive persons performing labor in annexing such articles to the freehold without knowledge of such fact of their right to mechanics' liens thereon.—*Northwestern Lumber & Wrecking Co. v. Parker*, Minn., 145 N. W. 964.

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13. **Constitutional Law—Due Process of Law.**—Where water fixtures installed in plaintiff's house when the city water system was extended to his property had always been in his possession, and he had an adequate supply from the city waterworks when judgment was rendered in his action against the city for damages for inadequate supply, plaintiff could not claim he was denied the equal protection of the law by the judgment for the city.—*Stansbury v. City of Richmond*, Va., 81 S. E. 26.

14. **Contracts—Public Policy.**—A note or obligation payable to a railroad company in aid of the construction of its line between two points, through a certain point, is not void as against public policy.—*Coyle v. Arkansas V. & W. Ry. Co.*, Okla., 139 Pac. 294.

15. **Substantial Performance.**—Where there was a substantial performance of a building contract, the owner could not avoid payment by refusing to accept the building when completed.—*Henry v. Jons*, Iowa, 145 N. W. 909.

16. **Corporations—Officers.**—A vote by the directors to pay the officers for past services performed without agreement as to salary is without authority.—*Lewis v. Matthews*, 1746 N. Y. Supp. 424.

17. **Courts—Decree.**—A decree of the highest state court adverse to the asserted rights under the federal homestead law is reviewable under Judicial Code, by the federal Supreme Court.—*Gauthier v. Morrison*, 34 Sup. Ct. Rep. 384.

18. **Joinder.**—Equity rule 26 does not authorize joinder of causes not within the federal jurisdiction with a cause within such jurisdiction.—*Vose v. Roebuck Weather Strip & Wire Screen Co.*, U. S. D. C., 210 Fed. 687.

19. **Judgment.**—A judgment of a federal Circuit Court of Appeals revising the judgment of a District Court in condemnation proceedings and vacating the award and requiring compensation to be ascertained anew by a jury is interlocutory and not the subject of a writ of error from the federal Supreme Court.—*United States v. Beatty*, 34 Sup. Ct. Rep. 392.

20. **Jurisdiction.**—That defendants, with one exception, were nonresidents, and no personal judgment could be rendered against them, held not to deprive the court of jurisdiction, in an action to declare a deed a mortgage.—*Clark v. Shoesmith*, Kan., 139 Pac. 426.

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30. **Construction.**—Where decedent, eight years prior to his death, executed a deed to defendant of all the real and personal property owned by deceased at the time, it passed all his personal property which he owned, but did not pass the balance of an active bank account owned by him at the time of his death, in which he made deposits subsequent to the execution of the deed, and against which he drew checks at pleasure.—*Ashby v. Roles*, Va., 81 S. E. 38.

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34. **Executors and Administrators—Appointment.**—An administrator may be appointed in Iowa to bring an action for the death of his decedent in another state of which he was a resident.—*In re Stone's Estate*, Iowa, 145 N. W. 903.

35. **Fixtures—Annexation.**—The term "fixture" in its most generally accepted meaning is used to indicate articles of a chattel nature, actually or constructively annexed or attached to real estate, irrespective of the right of removal by the party annexing them.—*New Castle Theater Co. v. Ward*, Ind., 104 N. E. 526.

36. **Fraud—Actionable.**—A seller's false representations concerning the quantity of goods sold by him, and the profit made, whereby the buyer is induced to buy goods for resale, are actionable.—*Hewey v. Fouts*, Kan., 139 Pac. 407.

37. **Frauds, Statute of—Debt of Another.**—A wife's oral promise to pay a debt of her husband is unenforceable, as within the statute of frauds.—*Barker v. Thayer*, Mass., 104 N. E. 572.

38. **Employment.**—The statute of frauds does not require that a contract to employ a person during his life be in writing and signed by the employer.—*Pierson v. Kingman Milling Co.*, Kan., 139 Pac. 394.

39. **Equity of Redemption.**—A promise to pay the agreed value on the equity of redemption in a farm which the owner thereof surrendered to the promisor held not within the statute of frauds.—*Lane v. Flint*, Mass., 104 N. E. 570.

40. **Fraudulent Conveyances—Insolvency.**—Insolvency of a seller does not deprive him of the right to dispose of his property unless the

sale is with intent to defraud creditors, and such intent will not avoid the transfer if for a valuable consideration and without notice of the fraud to the transferee.—*Baldwin & Brown v. Winfree's Adm'r*, Va., 81 S. E. 36.

41. **Garnishment**—Collateral.—Where, in garnishment proceedings, it appeared that the garnishee, a bank, held collateral of the judgment debtor to secure an indebtedness, the judgment plaintiff was only entitled to a contingent judgment against the bank.—*Dickinson v. Davis*, Iowa, 145 N. W. 957.

42. **Homicide**—Retreat.—One who can retreat without increasing his peril is bound to do so instead of killing his assailant, although he cannot retreat with absolute safety to his person.—*Keef v. State*, Ala., 64 So. 513.

43.—Self-Defense.—Where defendant shows a killing in self-defense under apprehension and appearance of danger, the burden of showing that he was at fault in bringing on the difficulty is on the state.—*Tyus v. State*, Ala., 64 So. 516.

44. **Husband and Wife**—Independent Occupation.—Marriage does not take away a woman's right to pursue an independent occupation, and she may recover for injuries depriving her of power to earn money therein.—*Withey v. Fowler Co.*, Iowa, 145 N. W. 923.

45.—Separation Agreement.—A separation agreement is not binding on the wife, unless just and equitable in view of existing circumstances.—*Montgomery v. Montgomery*, Okla., 139 Pac. 288.

46. **Indians**—Indian Country.—Land allotted to an Indian under Act July 1, 1892, and excepted from that part of the Colville Indian Reservation which was restored to the public domain by that act, is during the trust period "Indian country."—*United States v. Pelican*, 34 Sup. Ct. Rep. 396.

47.—Reservation.—The power to protect Indians against the evils of intemperance authorizes Congress when securing cession of an Indian reservation to prohibit the sale of intoxicants on the ceded lands if reasonably essential to the protection of Indians on the unceded lands.—*Perrin v. United States*, 34 Sup. Ct. Rep. 387.

48. **Insurance**—Agency.—A traveling soliciting agent ordinarily has no implied authority to enter into a contract of insurance, though supplied by the company with printed blank forms of application.—*Dorman v. Connecticut Fire Ins. Co.*, Okla., 139 Pac. 262.

49.—Appraisal.—Appraisers and umpire appointed to determine an insurance loss must not only be competent but unprejudiced, and a refusal or willful neglect of an appraiser or appraisers to listen to or consider material sworn statements is evidence of prejudice.—*J. E. Davis Mfg. Co. v. Firemen's Fund Ins. Co.*, U. S. D. C., 210 Fed. 653.

50.—Arbitration.—Where a fire policy provided for an arbitration of the amount of the loss in case the parties were unable to agree, an award of arbitrators was conclusive on both insurer and insured in so far as the extent of the loss was concerned.—*Commercial Union Assur. Co. v. Dalzell*, U. S. C. C. A., 210 Fed. 605.

51.—Endowment.—A contract of endowment by which insurer agreed to pay testator \$5,000 if living March 18, 1910, but if he should die before that time the contract should be void, was not a contract of insurance as defined by Rev. Laws, c. 118 § 3.—*Curtis v. New York Life Ins. Co.*, Mass., 104 N. E. 553.

52.—Fraud.—Where sisters of the insured fraudulently induced him to make them beneficiaries of an insurance policy, for the benefit of his children, the children may recover from them the proceeds of the policy collected by them from the insurer.—*Munroe v. Beggs*, Kan., 139 Pac. 422.

53.—Insurable Interest.—One can insure his own life for the benefit of another who has no insurance interest in it.—*Barnett v. United Brothers of Friendship*, Ala., 64 So. 518.

54.—Vacancy.—The condition of a fire insurance policy, that if the building should remain vacant for 30 days the policy should be void unless a vacant permit was secured, contemplated that some individual should be in such charge of the premises as would naturally result in protection against fire.—*Robinson v. Mennonite Mut. Fire Ins. Co.*, Kan., 139 Pac. 420.

55. **Landlord and Tenant**—Consideration.—A promise by the landlord, made after the lease was executed, to make certain changes in the elevator shaft, was not supported by a consideration; the lease not being executed in reliance upon the performance of such promise.—*Larkin Co. v. Terminal Warehouse Co.*, 146 N. Y. Supp. 380.

56. **Libel and Slander**—Pleading.—The attaching of exhibits to a petition for libel and slander cannot cure a failure of the petition to set out the defamatory words relied on.—*McKenney v. Carpenter*, Okla., 139 Pac. 282.

57.—Marriage.—Common Law Marriage.—Any mutual agreement between a man and woman to be husband and wife in praesenti, followed by cohabitation, constitutes a valid common-law marriage if the parties are not legally disabled from marrying.—*In re Wittick's Estate*, Iowa, 145 N. W. 913.

58. **Master and Servant**—Employment.—That a contract agreeing to employ an injured employee for life does not specify the kind of work or amount of compensation does not render it too indefinite for enforcement.—*Pierson v. Kingman Milling Co.*, Kan., 139 Pac. 394.

59.—Evidence.—That an employee suing for injuries had been in defendant's employ for 20 years as night watchman was a potent circumstance in his favor tending to show that he was a faithful and careful man.—*Bize v. Virginia-Carolina Chemical Co.*, S. C., 81 S. E. 10.

60.—Promise to Repair.—A master's promise to make additions or changes in a machine required by the accepted standards of prudence will be as efficacious to repel assumption of risk as a promise to repair.—*Ainsley v. John L. Roper Lumber Co.*, N. C., 81 S. E. 4.

61. **Mechanics' Liens**—Fixture.—A combination heating and power plant installed in a building was subject to a mechanics' lien for labor and material, if it became a fixture, but not if removable.—*Northwestern Lumber & Wrecking Co. v. Parker*, Minn., 145 N. W. 964.

62.—**Husband and Wife.**—Where a building contract was entered into with a husband when, in fact, the land was owned by the wife, but she approved of it, and at all times during the work knew of it and of the claims of materialmen, the contract, so far as her rights and the rights of mechanics and materialmen to a lien were concerned, was as though she had personally made the contract.—*Wheeler Lumber, Bridge & Supply Co. v. White*, Iowa, 145 N. W. 917.

63.—**Municipal Corporations.**—Dedication.—Damages cannot be recovered for consequential injuries to private property occasioned by the original grading of streets and alleys, since their dedication implies an agreement of the dedicant and his successors that the city may improve.—*Thorpe v. City of Spokane*, Wash., 139 Pac. 221.

64.—**Estoppel.**—Where a property owner knowingly stands by without objection while paving beneficial to his property is being done, he is estopped to enjoin collection of assessment hereafter against the property after completion of the work.—*City of Bartlesville v. Holm*, Okla., 139 Pac. 273.

65.—**Respondent Superior.**—A city is liable for the negligent acts and omissions of its officers as to the performance of ministerial corporate duties imposed upon it by law.—*Stansbury v. City of Richmond*, Va., 81 S. E. 26.

66.—**Negligence.**—Imputability.—The negligence of the driver of an automobile cannot be imputed to his invited guest, who is not responsible in any manner for its control or movement as owner, proprietor or hirer.—*Withey v. Fowler Co.*, Iowa, 145 N. W. 923.

67.—**Payment.**—Check.—Since a check is not a payment except by express agreement, where a debtor pays by check which is fraudulently obtained from the creditor and paid on a forged indorsement, the debt is not discharged.—*Main Street Bank v. Planters' Nat. Bank of Richmond*, Va., 81 S. E. 24.

68.—**Pledges.**—Estoppel.—A pledgee does not destroy the pledge or affect his rights under it by prosecuting his debt to judgment.—*Hills v. Flynn*, 146 N. Y. Supp. 508.

69.—**Principal and Agent.**—Authority of Agent.—A carrier has the right to assume that a forwarder combining shipments of various owners to secure car load rates has authority to agree on the terms of shipment and is not bound by private instructions of one of the owners.—*Great Northern R. Co. v. O'Connor*, 34 Sup. Ct. Rep. 380.

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74.—**Sales.**—**Executory Contract.**—The distinction between an "actual sale" and an "executory contract to sell" is that in the former title immediately passes to the buyer even without delivery, while in the latter title remains in the seller until the contract is executed.—*Oklahoma Moline Plow Co. v. Smith*, Okla., 139 Pac. 285.

75.—**Rebate.**—The fact that a vendor was willing to allow an agreed rebate, if the purchaser had merely delayed payment, was not a waiver of a stipulation that the purchaser was not entitled to a rebate until after full payment.—*Proximity Mfg. Co. v. Wolf*, Mass., 104 N. E. 569.

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Daniel on Negotiable Instruments, 6th ed., 158.
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